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California Board of Occupational Therapy
Department of Consumer Affairs

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BEFORE THE
CALIFORNIA BOARD OF OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

KELORIE WESTLUND
6436 Bremen Drive #3
Citrus Heights, CA 95621

Occupational Therapy No. OT 3827

Respondent.

Case No. OT 2003 100

OAH No. N-2005 570929

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Gladys Mitchell (Complainant) is the Executive Officer of the California
Board of Occupational Therapy until October 31, 2005. She brought this action solely in her
official capacity and is represented in this matter by Bill Lockyer, Attorney General of the State
of California, by Lorrie M. Yost, Deputy Attorney General. As of November 1, 2005 the
Executive Officer, and Complainant in this action, will be Heather Marten.

2. Respondent Kेलorie Westlund (Respondent) is representing herself in this
proceeding and has chosen not to exercise her right to be represented by counsel.

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1 3. On or about November 29, 2002, the California Board of Occupational
2 Therapy issued Occupational Therapy License No. OT 3827 to Kellorie Westlund (Respondent).
3 The license was in full force and effect at all times relevant to the charges brought in Accusation
4 No. OT 2003 100 and will expire on May 31, 2006, unless renewed.

5 JURISDICTION

6 4. Accusation No. OT 2003 100 was filed before the California Board of
7 Occupational Therapy (Board), Department of Consumer Affairs, and is currently pending
8 against Respondent. The Accusation and all other statutorily required documents were properly
9 served on Respondent on June 3, 2005. Respondent timely filed her Notice of Defense
10 contesting the Accusation. A copy of Accusation No. OT 2003 100 is attached as Exhibit A and
11 incorporated herein by reference.

12 ADVISEMENT AND WAIVERS

13 5. Respondent has carefully read, and understands the charges and allegations
14 in Accusation No. OT 2003 100. Respondent has also carefully read, and understands the effects
15 of this Stipulated Settlement and Disciplinary Order.

16 6. Respondent is fully aware of her legal rights in this matter, including the
17 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
18 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
19 the right to present evidence and to testify on her own behalf; the right to the issuance of
20 subpoenas to compel the attendance of witnesses and the production of documents; the right to
21 reconsideration and court review of an adverse decision; and all other rights accorded by the
22 California Administrative Procedure Act and other applicable laws.

23 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
24 each and every right set forth above.

25 CULPABILITY

26 8. Respondent admits the truth of each and every charge and allegation in
27 Accusation No. OT 2003 100.

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1 9. Respondent agrees that her occupational therapy license is subject to
2 discipline and she agrees to be bound by the Board's imposition of discipline as set forth in the
3 Disciplinary Order below.

4 RESERVATION

5 10. The admissions made by Respondent herein are only for the purposes of
6 this proceeding, or any other proceedings in which the Board of Occupational Therapy or other
7 professional licensing agency is involved, and shall not be admissible in any other criminal or
8 civil proceeding.

9 CONTINGENCY

10 11. This stipulation shall be subject to approval by the California Board of
11 Occupational Therapy. Respondent understands and agrees that counsel for Complainant and the
12 staff of the California Board of Occupational Therapy may communicate directly with the Board
13 regarding this stipulation and settlement, without notice to or participation by Respondent. By
14 signing the stipulation, Respondent understands and agrees that she may not withdraw her
15 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon
16 it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement
17 and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be
18 inadmissible in any legal action between the parties, and the Board shall not be disqualified from
19 further action by having considered this matter.

20 12. The parties understand and agree that facsimile copies of this Stipulated
21 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
22 force and effect as the originals.

23 13. In consideration of the foregoing admissions and stipulations, the parties
24 agree that the Board may, without further notice or formal proceeding, issue and enter the
25 following Disciplinary Order:

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DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Occupational Therapy License No. OT 3827 issued to Respondent Kellorie Westlund (Respondent) is revoked. The revocation, however, is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions.

1. Obey All Laws

Respondent shall obey all federal, state and local laws and regulations governing the practice of occupational therapy in California. Respondent shall submit, in writing, a full detailed account of any and all violations of the law to the Board within five (5) days of occurrence.

2. Compliance with Probation and Quarterly Reporting

Respondent shall fully comply with the terms and conditions of probation established by the Board and shall cooperate with representatives of the Board in its monitoring and investigation of the respondent's compliance with probation. Respondent, within ten (10) days of completion of the quarter, shall submit quarterly written reports to the Board on a Quarterly Report of Compliance form obtained from the Board (Attachment A).

3. Personal Appearances

Upon reasonable notice by the Board, respondent shall report to and make personal appearances at times and locations as the Board may direct.

4. Notification of Address and Telephone Number Change(s)

Respondent shall notify the Board, in writing, within five (5) days of a change of residence or mailing address, of her new address and any change in work and/or home telephone numbers.

5. Tolling for Out-of-State Practice, Residence or In-State Non-Practice

In the event respondent should leave California to reside or to practice outside the State for more than thirty (30) days, respondent shall notify the Board or its designee in writing within ten (10) days of the dates of departure and return. All provisions of probation other than the quarterly report requirements, examination requirements, and education requirements, shall

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1 be held in abeyance until respondent resumes practice in California. All provisions of probation
2 shall recommence on the effective date of resumption of practice in California.

3 **6. Notification to Employer(s)**

4 When currently employed or applying for employment in any capacity in any
5 health care profession Respondent shall notify her employer of the probationary status of
6 respondent's license. This notification to the current employer shall occur no later than the
7 effective date of the Decision. Respondent shall notify any prospective health care employer of
8 her probationary status with the Board prior to accepting such employment. This notification
9 shall be made by providing the employer or prospective employer with a copy of the Board's
10 Accusation, Stipulated Settlement, or Disciplinary Decision (whichever applies).

11 Respondent shall cause each health care employer to submit quarterly reports to
12 the Board. The report shall be on a form provided by the Board, and shall include a performance
13 evaluation and such other information as may be required by the Board (Attachment B).

14 Respondent shall notify the Board, in writing, within five (5) days of any change
15 in employment status. Respondent shall notify the Board, in writing, within five (5) days if she is
16 terminated from any occupational therapy or health care related employment with a full
17 explanation of the circumstances surrounding the termination.

18 **7. Employment Requirements and Limitations**

19 During probation, respondent shall work in his/her licensed capacity in the State
20 of California. This practice shall consist of no less than six (6) continuous months and of no less
21 than twenty (20) hours per week.

22 While on probation, respondent shall not work for a registry or in any private duty
23 position, except as approved, in writing, by the Board. Respondent shall work only on a
24 regularly assigned, identified, and pre-determined work site(s) and shall not work in a float
25 capacity except as approved, in writing, by the Board.

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1 **8. Supervision Requirements**

2 Respondent shall obtain prior approval from the Board, before commencing any
3 employment, regarding the level of supervision provided to the respondent while employed as an
4 occupational therapist or occupational therapy assistant.

5 Respondent shall not function as a supervisor during the period of probation
6 except as approved, in writing, by the Board.

7 **9. Continuing Education Requirements**

8 Respondent shall complete continuing education directly relevant to the violation
9 as specified by the Board. Continuing education shall be completed within a period of time
10 designated by the Board, which time frame shall be incorporated as a condition of this probation.

11 Continuing education shall be in addition to the professional development
12 activities required for license renewal. The Board shall notify respondent of the course content
13 and number of contact hours required. Within thirty (30) days of the Board's written notification
14 of the assigned coursework, respondent shall submit a written plan to comply with this
15 requirement. The Board shall approve such plan prior to enrollment in any course of study.

16 Failure to satisfactorily complete the required continuing education as scheduled
17 or failure to complete same no later than 100 days prior to the termination of probation shall
18 constitute a violation of probation. Respondent is responsible for all costs of such continuing
19 education. Upon successful completion of the course(s), respondent shall cause the instructor to
20 furnish proof to the Board within thirty (30) days of course completion.

21 **10. Maintenance of Valid License**

22 Respondent shall, at all times while on probation, maintain an active current
23 license with the Board including any period during which license is suspended or probation is
24 tolled.

25 **11. Cost Recovery Requirements**

26 Where an order for recovery of costs is made, respondent shall make timely
27 payment as directed in the Board's Decision pursuant to Business and Professions Code section
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1 125.3. Failure to make payments in accordance with any formal agreement entered into with the
2 Board or pursuant to any Decision by the Board shall be considered a violation of probation.

3 The Board may conditionally renew or reinstate, for a maximum of one (1) year,
4 the license of any respondent who demonstrates financial hardship. Respondent shall enter into a
5 formal agreement with the Board to reimburse the unpaid costs within that one (1) year period.

6 Except as provided above, the Board shall not renew or reinstate the license of any
7 respondent who has failed to pay all the costs as directed in a Decision.

8 **12. Costs**

9 Respondent shall pay one-half of the Board's costs in this matter in the amount of
10 \$2,356.30. Respondent shall be permitted to pay these costs in a payment plan approved by the
11 Board with payments to commence no sooner than May 1, 2006 and the full amount paid by or
12 before the completion of the probationary period. *KW*

13 **13. Violation of Probation**

14 If respondent violates probation in any respect, the Board, after giving respondent
15 notice and opportunity to be heard, may revoke probation and carry out the disciplinary order
16 which was stayed. If an accusation or a petition to revoke probation is filed against respondent
17 during probation, the Board shall have continuing jurisdiction until the matter is final, and the
18 period of probation shall be extended until the matter is final.

19 **14. Completion of Probation**

20 Upon successful completion of probation, respondent's license will be fully
21 restored.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my occupational therapy license. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the California Board of Occupational Therapy.

DATED: 10/24/05

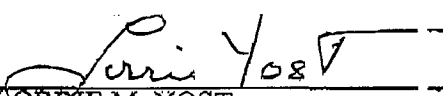

KEDORIE WESTLUND (Respondent)
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the California Board of Occupational Therapy of the Department of Consumer Affairs.

DATED: 10-24-05

BILL LOCKYER, Attorney General
of the State of California


LORRIE M. YOST
Deputy Attorney General

Attorneys for Complainant

DOJ Matter ID: SA2005102286
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